

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
BEAUFORT DIVISION**

OLDFIELD CLUB, for itself and on behalf of)
its members,)

Plaintiff,)

v.)

TI OLDFIELD DEVELOPMENT, LLC, et al.,)

Defendants.)

C.A. No. 9:17-cv-00452-DCN

STIPULATION OF DISMISSAL

WHEREAS, all claims in this action have either 1) been settled by agreement (the “Settled Claims”), and should therefore be dismissed with prejudice, or 2) will be litigated in a separate action (the “Unsettled Claims”) pending in the Beaufort County Court of Common Pleas entitled *Selby v. Oldfield Club et al.*, Case No.2016-CP-07-02436 (the “State Court Action”), and should therefore be dismissed without prejudice; and

WHEREAS, the Settled Claims and the Unsettled Claims are as follows:

- 1. The Settled Claims.** The Settled Claims are all claims between Oldfield Club, on the one hand, and Defendants TI Oldfield Development, LLC, TI Oldfield Operations, LLC, SF Operations, LLC, SF Capital, LLC, Oldfield Holdings GA, Amy Heicher, William Stolz, and Phillip Galbreath, individually as directors of Oldfield Club or representatives of any defendant entity (collectively, the “Settling Defendants”), on the other hand.
- 2. The Unsettled Claims.** The Unsettled Claims are all claims between Oldfield Club, on the one hand, and Defendants Jaime D. Selby, individually and as

managing member of Elliot Group Holdings, LLC, and Elliot Group Holdings, LLC, on the other hand.

NOW, THEREFORE, pursuant to Fed. R. Civ. P. 42(a)(1)(A)(ii), all parties stipulate as follows:

- (1) The Settled Claims are DISMISSED WITH PREJUDICE;
- (2) The Unsettled Claims are DISMISSED WITHOUT PREJUDICE and will be litigated in the State Court Action; and
- (3) Accordingly, all of the claims pending in this action having been addressed by this stipulation (the Settled Claims by dismissal with prejudice and the Unsettled Claims by dismissal without prejudice, as stated above), THIS ACTION IS HEREBY ENDED—though, in accordance with the agreement between Oldfield Club and the Settling Defendants, the Court retains jurisdiction solely to enforce the terms of the settlement agreement, if necessary.

SIGNATURES ON FOLLOWING PAGE

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Charleston, South Carolina

December 4, 2018